

**RECORD WITHOUT FEE  
PURSUANT TO GOV'T CODE SECTION 6103**

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

**HISTORIC PROPERTY PRESERVATION AGREEMENT**

This Agreement, (herein, "Agreement"), is made and entered into this 25 day of November 2008, ("Effective Date"), by and between, Richard T. Mitchell III and Carol G. Mitchell ("OWNERS"), OWNERS of certain real property located in Santa Clara, and the City of Santa Clara, California, a chartered municipal corporation, ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**A. Recitals.**

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into contracts with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2007 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-52-019, and generally located at the street address 753 Park Court, in the City of Santa Clara, ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Historic Resources Inventory. OWNERS submitted a Mills Act Proposal (Proposal dated August 5, 2008) to the City. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

**B. Agreement.**

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement, and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in paragraph 2, below.

(2) **Renewal.**

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desire in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of the notice. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution date or from the last renewal date of the Agreement, whichever may apply.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of Interior's Rehabilitation Standards," marked as "Exhibit "C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California's State Historic Building Code and in accordance with the attached schedule of potential home improvements, drafted by the applicant OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit "D" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow for periodic examinations, by prior appointment, of the interior and exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization, and the CITY. The Director of Planning and Inspection shall determine when periodic examinations may be necessary to determine the eligibility of the property involved, and to determine the OWNERS compliance with the terms and provisions of this Agreement.

(4) **Provision for Information.**

(a) OWNERS hereby agrees to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) **Cancellation.**

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines any one of the following:

- (i) the OWNERS breached any of the terms or conditions of this Agreement;
- (ii) the OWNERS has allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property;
- (iii) the OWNERS has allowed the property to deteriorate to the point that it no longer meets standards as provided for in the Uniform Codes as adopted by the City Code, which include, but are not limited to the Uniform Housing Code, the California State Historic Building Code, the Uniform Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings;
- (iv) the OWNERS has not complied with any other local, state, or federal laws and regulations.

(b) CITY may also cancel this Agreement if it determines that the OWNERS has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280, et seq.

(6) **No Waiver of Breach.**

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) **Mediation.**

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) **Binding Effect of Agreement.**

(a) The OWNERS hereby subject the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit, which includes, but is not limited to the benefit to the public street generally located at 753 Park Court, CITY, public, and OWNERS.

(9) **Notice.**

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

**CITY:** City of Santa Clara  
Attn: City Clerk  
1500 Warburton Avenue  
Santa Clara, CA 95050

**OWNERS:** Richard T. Mitchell III and Carol G. Mitchell  
753 Park Court  
Santa Clara, CA 95050

(b) Prior to the entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) **No Partnership or Joint Enterprise Created.** None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) **Hold Harmless and Indemnification.** To the extent permitted by law, OWNERS agrees to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which OWNERS shall become legally liable arising from OWNER acts, errors, or omissions with respect to or in any way connected with the prosecution of the work performed by OWNERS pursuant to this Agreement.

(12) **Attorneys' Fees.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court or mediator, in addition to costs and other relief ordered by the court.

(13) **Restrictive Covenants Binding.** All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons

acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) **Mills Act Historic Property Contract Application Requirements.** An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "C";
- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) **Mills Act Historic Property Contract Approval.** Based upon the Historic and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter. Failure of the Council to act on a Mills Act Historic Property Contract within 45 days shall be deemed to be a denial.

(16) **Recordation and Notice.** No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara. The OWNERS or Owners' agent shall provide written notice of this agreement to the Office of Historic Preservation of the Department of Parks and Recreation no later than six (6) months of entering into this Agreement.

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of \$396.00 (three hundred ninety-six dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California State Historic Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California State Historic Building Code.** The California State Historic Building Code ("SHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The SHBC shall be used in the CITY's building permit procedure for any Historic Property which is subject to the provisions of a Mills Act Historic Property Contract, except as otherwise provided in this agreement or the SHBC. Nothing in this agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) **Preservation Easements.**

(a) Preservation easements on the facades of buildings designated as a Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of a Historical Property or a resource, building, or structure shall keep in good repair all of the exterior portions of such Historic Property, resource, building, or structure, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) **Severability.** If any section, sentence, clause, or phrase of this contract is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions, or portions of this contract, and shall not be affected thereby. The City Council hereby declares that it would have passed this contract and adopted this contract, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

(22) **Integrated Agreement - Totality of Agreement.** This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) **Captions.** The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) **Statutes and Law Governing Contract.** This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

**CITY OF SANTA CLARA, CALIFORNIA,  
a chartered California municipal corporation**

APPROVED AS TO FORM:

\_\_\_\_\_  
HELENE L. LEICHTER  
City Attorney  
ATTEST:

\_\_\_\_\_  
JENNIFER SPARACINO  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax Number: (408) 241-6771

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

(Signature of Person(s) executing the Agreement on behalf of OWNERSS)

By: Richard T. Mitchell III  
Richard T. Mitchell III  
"OWNER"  
753 Park Court  
Santa Clara, CA 95050  
Telephone: (408) 313-6163

By: Carol G. Mitchell  
Carol G. Mitchell  
"OWNER"  
753 Park Court  
Santa Clara, CA 95050  
Telephone: (408) 313-3163

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# ALL PURPOSE CALIFORNIA ACKNOWLEDGEMENT

STATE OF: CALIFORNIA

COUNTY OF: SANTA CLARA

On NOV. 25, 2008 before me, PAUL MERCHAIN Notary Public,

personally appeared RICHARD T. MITCHELL III

AND CAROL G. MITCHELL

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the Instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Paul Merchain



(SEAL)

ATTENTION NOTARY: Through the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO. Title of Document Type \_\_\_\_\_  
THE DOCUMENT DESCRIBED AT RIGHT Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_

## Exhibit "A"

### PARCEL ONE

ALL OF LOT 57, as shown upon that certain Map entitled, "Map of Park Court in the Town of Santa Clara, California," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 16, 1925 in Book S of Maps, at pages 38 and 39.

### PARCEL TWO

ALL THAT PORTION of the Southeastern 10 feet of Cypress Street, which lies between the Northwestern prolongations of the Southwestern and Northeastern lines of LOT 57, as said Cypress Street and LOT 57 are shown upon that certain Map entitled, "Map of Park Court in the Town of Santa Clara, California," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 16, 1925 in Book S of Maps, at pages 38 and 39.

APN: 269-52-019

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary# \_\_\_\_\_  
HRI# \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_

Other Listings  
Review Code \_\_\_\_\_

Reviewer \_\_\_\_\_

Date \_\_\_\_\_

Page 1 of 11

\*Resource Name or #: (Assigned by recorder) *Draper House*

P1. Other Identifier: *None*

\*P2. Location: ☐ Not for Publication ☒ Unrestricted \*a. County Santa Clara

and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad San Jose West Date 1980 photo revised T 7S; R 1W; unsectioned; Mt. Diablo B.M.

c. Address 753 Park Court City Santa Clara Zip 95050

d. UTM: (Give more than one for large and/or linear resources) Zone \_\_\_\_\_, \_\_\_\_\_ mE/ \_\_\_\_\_ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

*Assessor's Parcel Number: 269-52-019*

*North exterior side of Park Court between Alviso Street and Park Avenue*

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

*753 Park Court is located in the urban setting of a small subdivision with tree lined streets that was primarily developed from late 1920 to early 1930. The homes consist of a group of one story variations of the bungalow style. All are neatly tied together through the use of similar materials, scale and lot size, and have uniform setbacks from the street with urban sized front yards. The streetscape is a pleasant one which evokes the sense of an early twentieth century neighborhood. The primary building on the site is a 1274 sq. ft., slightly raised, one-story house, constructed circa 1927 and designed in a simplified version of the Bungalow architectural style. The house fronts south onto Park Court and is set back from the street allowing for a modest cultivated lawn with minimal shrubbery. The rear of the property is deep and includes a detached garage. A driveway is located on the east side of the house.*

(Continued on page 2, form 523L)

\*P3b. Resource Attributes: (List attributes and codes) *HP2 Single – Family Property*

\*P4. Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



\*P5b. Description of Photo: (view, date, accession #)

*Front façade (view toward Northwest) Photo No: 100\_3402, 07/2008*

\*P6. Date Constructed/Age and Source:

☒ Historic ☐ Prehistoric ☐ Both

*Ca. 1927*

*1925 Map of Park Court; Polk City & County Directories, Assessor's Records*

\*P7. Owner and Address:

*Richard T. III and Carol G. Mitchell*

*753 Park Court*

*Santa Clara, CA 95050*

\*P8. Recorded by: (Name, affiliation, and address)

*Lorie Garcia*

*Beyond Buildings*

*P.O. Box 121*

*Santa Clara, California 95052*

\*P9. Date Recorded: *July 14, 2008*

\*P10. Survey Type: (Describe) *Intensive*

\*P11. Report Citation: (Cite survey report and other sources, or enter "none.") *None*

\*Attachments: ☐ NONE ☒ Location Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record ☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record ☐ Other (List):

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

Primary  
HRI  
Trinomial

#  
#

Page 2 of 11

\*Resource Name or # (Assigned by recorder) Draper House

Recorded by: Lorie Garcia

\*Date 07/14/2008

☒ Continuation

☐ Update

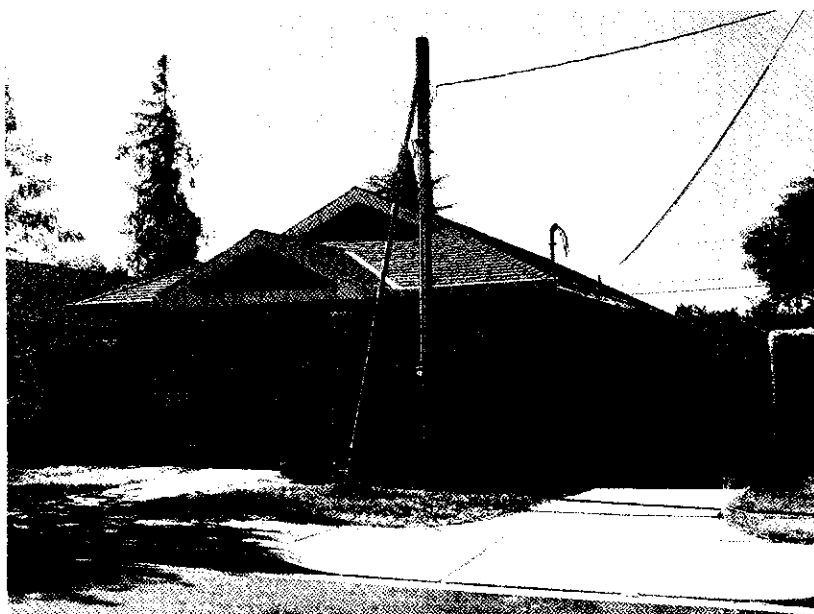
**(Continued from page 1, Form 523A, P3a. Description)**

*The plan of this wooden single family residence is rectangular with a moderately pitched hipped gable roof. The eaves are boxed and the gable ends finished with flat verge boards. The roof is sheathed with composition shingles. The house is set over a partial basement, which elevates the living area approximately 20 inches above the ground. Entry to the basement is internal.*

*The main entrance is on the front (south) façade of the house and is accessed by 2 concrete steps. The house is clad in horizontal wood siding, set in a pattern of alternating narrow and wide boards. The walls are trimmed with narrow boards. The house has minimal detailing, including an attic vent constructed of narrow flat boards on the roof's gable facade. A small centered entry porch with a moderately pitched gable roof projects from the front façade. The porch roof rests on two classical square wood columns with simple capitals and overhangs the gable facade. The roof ends are boxed with wide fascia boards, lending a distinctive air to the house. The front, or main, door (original) is comprised of 15 panes divided by muntins set into a wood frame. It is centered in the porch. The opening is trimmed by wide flat boards. A secondary entrance is located on the east side elevation. This is reached by a small 2-step concrete stoop. This entry door is a replica of the original, wooden with a glass pane set in the top third of the door. Set into the rear (north) façade is another secondary entry comprised of a set of new wood framed glass French doors. This provides entry into the house from a back deck.*

*Fenestration of the house is a mix of casement and double-hung windows. Due to severe deterioration, the original windows have been replaced. The new windows are wood framed, exact replicas of the original ones. They are set into the original openings, which have not been altered. On the front façade, a set of double rectangular casement windows symmetrically flank each side of the front entry. Each window is comprised on 6 panes divided by muntins, set into a wood frame. The two front-most windows on each of the side elevations are single casement windows. Following those on the east side elevation, is a large square 1/1 double-hung window, the secondary (side) entry, a small 1/1 double-hung window and a large rectangular 1/1 double-hung window. On the west side elevation the two casement windows are followed by a large square 1/1 double-hung and two large rectangular 1/1 double-hung windows. On the rear (north) façade there is a pair of 1/1 double-hung windows to the left side of the French doors with a single 1/1 double-hung window to the right. All windows have a projecting sill with a plain apron and are trimmed with wide flat boards..*

**Supplemental Photograph or Drawing**



*A 12' deep addition, which runs the width of the house, has resulted in a new rear (north) façade. This façade replicates the original. Similar to that of the front façade, centered across the top of the gable is an attic vent constructed of narrow flat boards. A wooden deck, accessed by two wood steps centered at the deck rear edge and two steps sited on the driveway (east) side, provides access to the rear French doors.*

*To the rear of the house, originally reached by the straight driveway from the street, a small, gable-roofed, wood-framed garage is set at the northeast corner of the lot. Similar to many in the immediate neighborhood, the garage door has been re-orientated to open on the alley located behind it,*

*Recently the property has undergone extensive restoration and is in good condition.*

**Description of Photo:** (view, date, accession #)

*Front façade and east side elevation (view toward northwest) showing front (south) façade, east side elevation and part of garage.*

*Photo No: 100\_3404, 07/2008.*

**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*NRHP Status Code *N/A*

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\*Resource Name or # (Assigned by recorder) *Draper House*

B1. Historic Name: *None*

B2. Common Name: *None*

B3. Original Use: Single family residential

B4. Present Use: *Single family residential*

\*B5. Architectural Style: *Bungalow Cottage*

\*B6. Construction History: (Construction date, alterations, and date of alterations)

*The residence was constructed circa 1927; garage appears to be same date. 312 sq. ft. addition made to original 962 sq. ft. house in 2008. Brick chimney demolished in 2007. Due to severe deterioration, the windows were replaced with new that match original in 2008. Garage door relocated to open onto Cypress Alley, similar to others in the neighborhood, in 2007.*

\*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: \_\_\_\_\_ Original Location:

\*B8. Related Features:

*Detached garage located to rear of the house.*

B9a. Architect: *not known*

b. Builder: *not known*

\*B10. Significance: Theme Architecture and Shelter

Area Santa Clara Old Quad

Period of Significance Early 20<sup>th</sup> Century

Property Type Residential

Applicable Criteria none

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

*The first official survey of the Town of Santa Clara, done July 1866 by J. J. Bowen and recorded on August 22 of that same year, forms the basis for the part of Santa Clara known as the "Old Quad." This survey, which divided the land into the official Town Lots and Sub-Lots of Santa Clara, included a list of the property owners, their lots, the lots' size, and the improvements that had been made to the property. The parcel currently identified as 753 Park Court is a portion of a larger tract of land that was designated in the 1866 Survey as Sub-Lot 50. This Sub-Lot was a 134.87 acre tract owned by John Grandin Bray, a merchant and major landowner in the new Town. It contained a frame house and barn, whose exact location is unknown, and an orchard.*

*Development of this outlying part of Santa Clara occurred relatively early. When The Plat of Santa Clara was drawn in the period between 1873 and 1875, it showed that Sub-Lot 50 and the surrounding area had undergone several changes from the survey of nine years earlier. The Plat Map reveals that, by then, the Davis-Chapman subdivision had been created and Grant Street, which previously ended at Bellomy Street, had been extended. This extension, named Union Avenue, bordered the northeastern edge of Sub-Lot 50. Bascom Avenue, a continuation of Washington Street, cut through the southwestern part of Sub-Lot 50. J. G. Bray had subdivided part of his property (Brays' Addition) and two new streets (later called Poplar and Maple), bordered this new subdivision, running from the southwestern edge of Sub-Lot 50 to Union Avenue.*

(Continued on page 4, Form 523L)

B11. Additional Resource Attributes: (List attributes and codes) *HP2 — Single Family Property*

\*B12. References: *Garcia, Lorie, "Santa Clara: From Mission to Municipality", 1997; Garcia Lorie, Geoff Goodfellow and George Giacomini, "A Place of Promise: The City of Santa Clara 1852-2002", 2002; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; Polk and Husted City Directories, 1925-1974; Oral Communication with Carol Mitchell, May, 2008; Sanborn Fire Insurance Map, 1930; Wilson, Henry L., California Bungalows of the Twenties, 1993.*

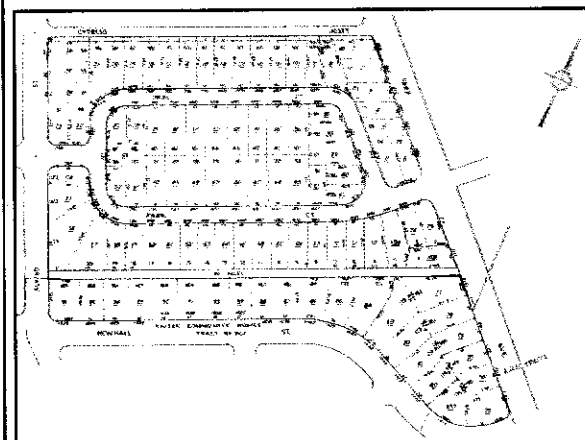
B13. Remarks: *Original address 54 Park Court, Santa Clara, California. Address changed to 753 Park Court in 1957.*

\*B14. Evaluator: *Lorie Garcia*

\*Date of Evaluation: *July 14, 2008*

(This space reserved for official comments.)

(Sketch Map with north arrow required.)



State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
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\*Resource Name or # (Assigned by recorder) Draper House

\*Recorded by: Lorie Garcia

\*Date 07/14/2008

☒ Continuation ☐ Update

(Continued from page 3, Form 523B, B10. Significance)

According to C. E. Moore's Map of the Town of Santa Clara, by 1893 the remainder of Sub-Lot 50 had been subdivided into 9 lots. S. S. Hains owned lot 1; Mrs. B. Widney, lots 4 and 7. John G. Bray's son's owned the remainder. Arthur Bray owned lots 2, 3 and 6 and Grandin Bray owned lots, 5, 8 and 9. Along with the subdivision of Sub-Lot 50, Alviso Street had been extended south of Maple, Poplar Street now connected with Jackson Street and Cypress Street had been constructed running from Bascom to Union Avenue to the south of the new lots, 5 and 8 and north of lots 6 and 9.

At the request of Messrs. Barnett and Phelps in January 1925, H. B. Fisher surveyed the land which comprised lot 9 and laid out the Park Court subdivision. This map was recorded on February 16<sup>th</sup> of the same year. Rectangular in shape with a narrow elliptical street located in the center, access into the subdivision was at both Park Avenue (renamed from Union Avenue) and Alviso Street. Originally, on the survey, the southeastern half of the center street was named Park Court and the northwestern half, Altevogt Way. Within a few years, this had changed and the entire center street was called Park Court.

With the Town of Santa Clara experiencing a period of growth after WWI, development of the Park Court Subdivision was designed to accommodate working class and immigrant families with modest one-story homes on small parcels. The subject property was constructed circa 1927 on the parcel numbered 54. The rear of this parcel was bordered by Cypress Street. For the first few years, 54 Park Court was occupied by a series of short term owners. First, in 1928-29, William H. Foerstlering, a clerk, lived here with his wife Grace. Vacant in 1930, the house was occupied in 1931 by C.D. Smith. Karl L. Siebecker, a surveyor, and his wife Sarah resided here in 1932. From 1933-34, Fred G. Ullman Jr., and his wife Lena M. owned this home. In 1935, Harry H. Pacheco, at that time an aviator and later a clerk, moved into the home with his wife Mabel. They lived here until 1940. From 1941 until after WWII, William L. Dubois, a mechanic/machinist, and his wife, Ruby C., occupied the house.

By 1949, William E. Draper and his wife Dorothy J. lived at 54 Park Court. William worked at the Langendorf Bakery in San Jose, as a baker, bookkeeper, superintendent and dough mixer, until his retirement in 1972. (54 Park Court became 753 Park Court when Park Court was renumbered in 1957.) The Drapers lived here the rest of their lives. During their residency, the City of Santa Clara changed Cypress Street into Cypress Alley, deeding 6 feet to the abutting property owners, thereby increasing the depths of the lots. In early 2006, William and Dorothy's niece, Carol G., and her husband Richard T. Mitchell, III, purchased the home from the Draper estate.

The residence at 753 Park Court has been occupied by a number of residents during its 80+ years of existence. Of these, the Drapers occupied it for the majority of the time. However, none of these families appear to be significant to the history of the region, Nation or State of California. Neither are there events associated with the building which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register based on criteria A or B, or the California Register based on 1, 2 or 3.

Park Court is significant as one of the only intact 1920-30s subdivisions in the City of Santa Clara. Most of homes in the Park Court Subdivision reflect the popular styles of domestic architecture during the first decades of the Twentieth Century, including Bungalow, Cape Cod and Colonial Revival. Although many of the Park Court homes are still in relatively original condition, few have individual distinction but as a whole provide a significant and distinguishable district in the City of Santa Clara. The visual continuity and individual integrity of the neighborhood captures a time frame important to the City, of its working class residents and the early twentieth century domestic architecture of the town. The subject building exhibits the style that typifies a Bungalow cottage. Its design is consistent with the working man's cottage architecture and is important to the integrity of the historic area in which it is located. Thus, while it would not appear to be eligible individually for the National Register under Criterion C, the building does contribute to a potentially eligible district.

In 2004, The City of Santa Clara adopted Criteria for Local Significance. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible," to be a "Qualified Historic Resource." The evaluator finds that the property meets the following criteria:

(Continued on Page 5, Form 523L)

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\*Resource Name or # (Assigned by recorder) *Draper House*

\*Recorded by: Lorie Garcia

\*Date 07/14/2008

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(Continued from page 4, Form 523B, B10. Significance)

**Criterion A: Historical or Cultural Significance**

No.1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.

No.5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities. Included is the recognition of urban street pattern and infrastructure.

*The subject property was constructed circa 1927 and is located within the Park Court Subdivision. This subdivision was created between 1925 and 1930 and is largely intact. It was developed to meet the needs of a growing working class by the construction of modest homes on small parcels.*

**Criterion B: Architectural significance**

No.1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

*The several simplified versions of the Bungalow style provided the ideal architectural response to the subdivision of land into small residential lots with a narrow street frontage. The subject property is a simple rectangular one-story Bungalow cottage built to accommodate a working class family of early Twentieth Century Santa Clara.*

**Criterion C: Geographic significance**

No.1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

*Santa Clara experienced a period of agricultural and industrial growth after WWI and the Park Court Subdivision was developed to meet the needs of the burgeoning working class related to this growth. The homes constructed for this group of people were modest but contemporary for their time. Most of the first residents were laborers or employed in the nearby businesses. The Park Court Subdivision is significant as one of the only intact 1920's and 1930's subdivisions in the City of Santa Clara.*

No. 2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.

*Most of the homes in the Park Court Subdivision reflected the popular style of domestic architecture of the first decades of the Twentieth Century, including one-story variations of the Bungalow, Colonial Revival, and Cape Cod cottage architectural styles. Despite the wide variety of bungalow modifications found here, all are similar in size, scale, materials and lot size. The design of this home, a one-story Bungalow cottage, is consistent with the workingman's cottage architecture found in the Park Court Subdivision.*

**Definition of Integrity**

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register criteria recognize seven aspects to integrity. The seven aspects of integrity are location, design, setting, materials, workmanship, feeling, and association. To retain historic integrity, a property will always possess several, and usually most, of these aspects.

Properties must have sufficient integrity in addition to meeting the criterion for significance in order to be considered a qualified historic resource.

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(Continued from page 4, Form 523B, B10. Significance)

**Evaluation of Integrity**

*The architectural integrity of the structure has been diminished by the replacement of the original windows and an addition to the rear. However, the new windows are exact replicas of the original ones, and the majority of the historic materials and sufficient of the visual and character defining features of the historic building have been preserved and retained, necessary to convey its historical origin. The historical use of the building has not changed and it remains a single family home. The subject property retains enough of its historic character and appearance to be recognizable as a historic property and to convey the reason for its significance (integrity).*

**Conclusions and Recommendations**

*The evaluator finds 753 Park Court to retain sufficient integrity to qualify as a historic property and appears to be, based on compliance with the Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.*



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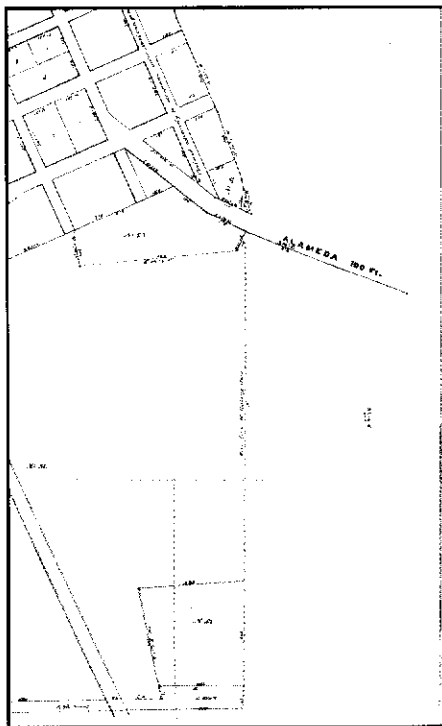
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\*Date 07/14/2008

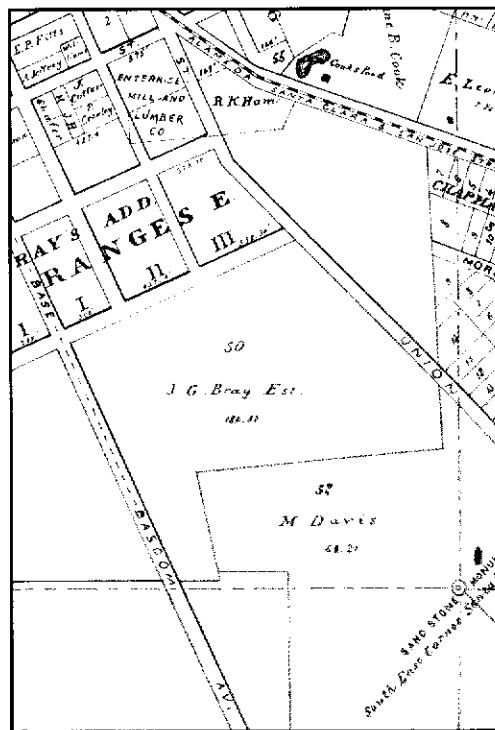
☒ Continuation

☐ Update

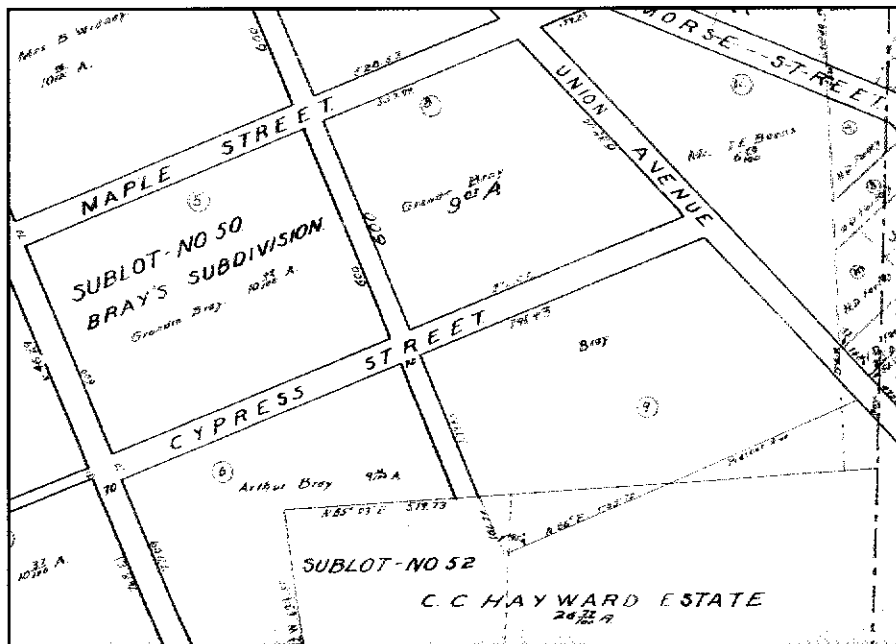
**Historic Maps**



1866 J.J. Bowen Survey of the Town of Santa Clara



Plat of Santa Clara circa 1873-75



1893 C.E. Moore Map of the Town of Santa Clara

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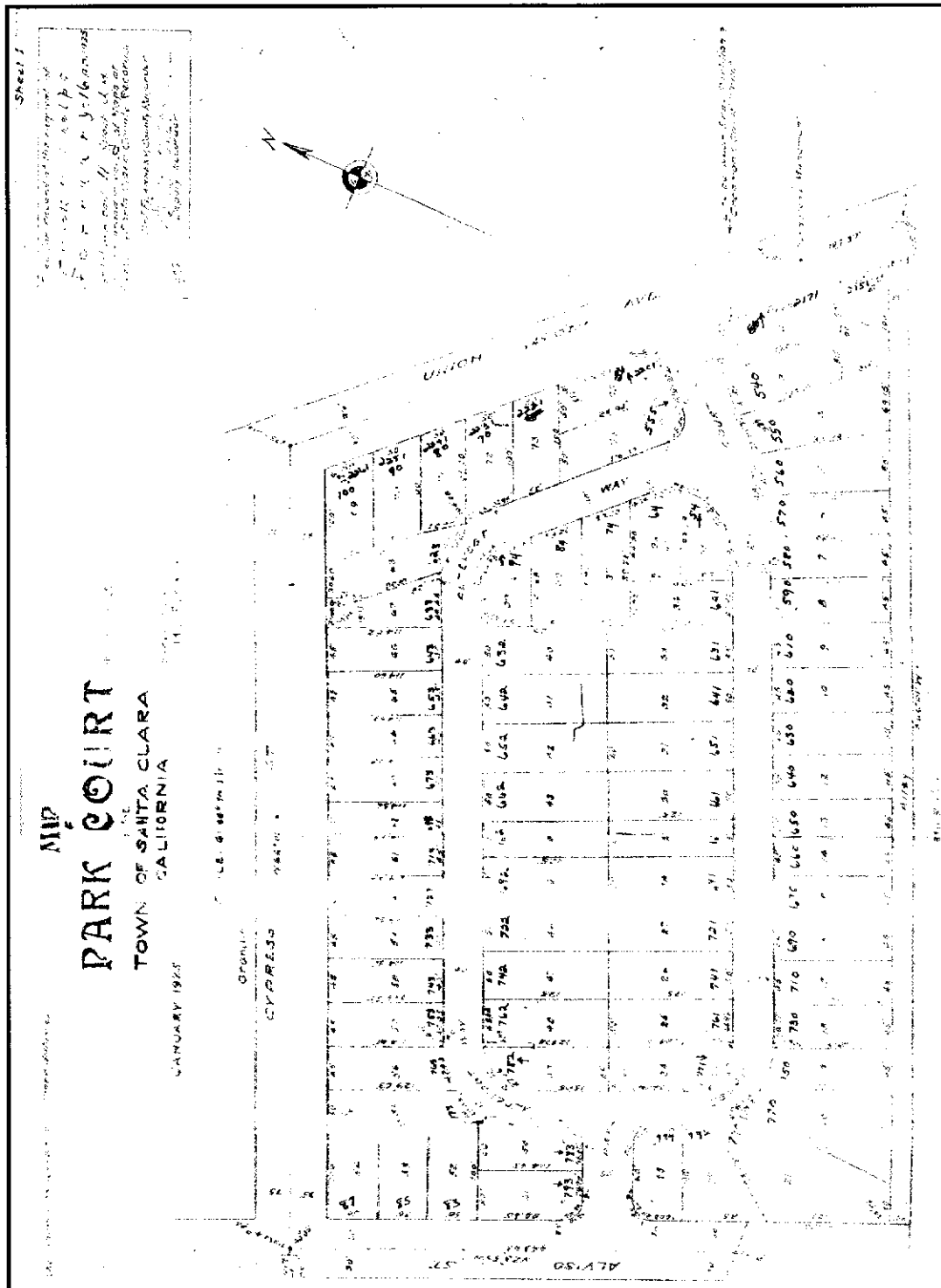
\*Recorded by: Lorie Garcia

\*Date 07/14/2008

☒ Continuation

☐ Update

**Historic Maps**



January 1925 – Map of Park Court in The Town of Santa Clara

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\*Date 07/14/2008

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**Historic Photos**



54 (753) Park Court ..... William and Dorothy Draper – July 1949



54 (753) Park Court ..... Dorothy Draper and her twin brother Dennis – July 1949

State of California — The Resources Agency  
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\*Resource Name or # (Assigned by recorder) *Draper House*

\*Recorded by: Lorie Garcia

\*Date 07/14/2008

☒ Continuation

☐ Update

Other Photos (showing chimney and original garage door configuration)



October 7, 1997



2004

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\*Resource Name or # (Assigned by recorder) *Draper House*

\*Recorded by: Lorie Garcia  
Update

\*Date 07/14/2007

☒ Continuation ☐

### Additional Photos

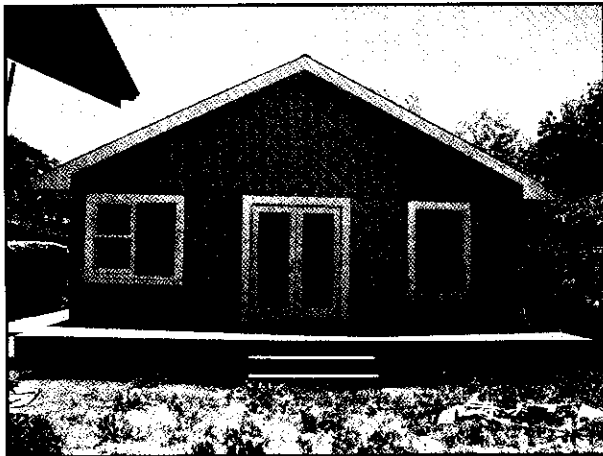


Photo No: 100\_3356  
View: Back (North) façade (Back deck, back door ,windows)  
Photo Date: May, 2008  
Camera Facing: SE

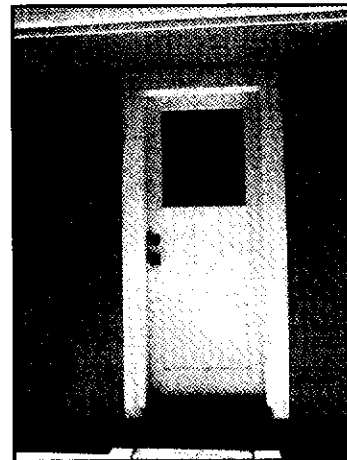


Photo No: 100\_3364  
View: East side elevation (side door)  
Photo Date: May 2008  
Camera facing: SW

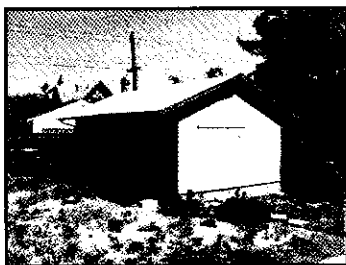


Photo No: 100\_3354  
View: Garage  
Photo Date: May 2008  
Camera Facing: N



Photo No: 100\_3390  
View: Garage door opening onto Cypress Alley  
Photo Date: May, 2008  
Camera Facing: SE

### Window Types



Photo No: 100\_3365  
View: Casement  
Photo Date: May, 2008  
Camera Facing: NW

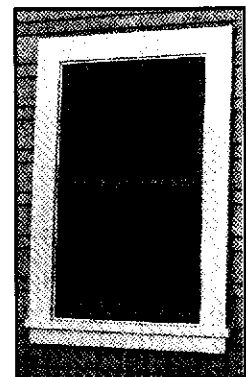


Photo No: 3357  
View: 1/1 Dbl- hung  
Photo Date: May, 2008  
Camera facing: SE

# National Park Service

National Park Service  
U.S. Department of the Interior



## Historic Preservation Tax Incentives

Technical Preservation Services



### THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The Secretary of the Interior's Standards for Rehabilitation are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs.

The Standards (**36 CFR Part 67**) apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

Rehabilitation projects must meet the following Standards, as interpreted by the National Park Service, to qualify as "certified rehabilitations" eligible for the 20% rehabilitation tax credit.

*The Standards are applied to projects in a reasonable manner, taking into consideration economic and technical feasibility.*

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or

#### Home

#### About the Tax Incentives

##### Incentives!

A Guide to the Federal Historic Preservation Tax Incentives Program for Income-Producing Properties

#### Annual Report

#### Program Regulations 36 CFR 67

#### Certification Application

#### Check the Status of Your Project

This database is best read with Internet Explorer 5 and above and Netscape 6 and above browsers.

#### The IRS Connection

#### Standards for Rehabilitation

#### Illustrated Rehabilitation Guidelines

#### Interpreting the Standards Bulletins

#### Program Administration

#### National Park System Advisory Board Committee on the Federal Historic Rehabilitation Tax Credit Program

#### Case Studies in Affordable Housing

#### Historic Preservation Easements

architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

More information about the treatment standards, including illustrated guidelines can be found on the [Standards and Guidelines page](#).

**Publications**

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**Standards and Guidelines**

**Conferences**

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## EXHIBIT "D"

### 10 Year List - 753 Park Ct

- 1) Level foundation, new gutters, replace rotted ceiling beams, replace broken sewer pipes: all done!
- 2) Re-wire house, new breaker box, replace hardwood floors
- 3) Repair trim & paint garage, replace rotted siding repipe house
- 4) Install sump pump, new furnace & thermostat, install sprinklers, lawn & landscape front
- 5) Drywall interior, install sprinklers & drains in back
- 6) replace hot water heater, lawn & landscape back, new baseboards & moulding
- 7) Install gable fan in attic, Caulk exterior doors, windows & fascia, paint interior
- 8) Insulate whole house, pave driveway approach, new thresholds front & side doors.
- 9) New carpet & fences, Plant trees, new low flow toilet.
- 10) Seal deck, new insulation around doors, seal & paint soffets, new facets, garbage disposal

Richard & Carol Mitchell